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Attorneys for Complainant

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

SAEEDAH PAYROVY  
4108 Yankee Drive  
Agoura Hills, California 91302

Physical Therapist Assistant License No. AT2966

Respondent.

Case No. 1D 2004 63897 &  
1D 2005 64195

OAH No. L2006020183

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

In the interest of a prompt and speedy settlement of this matter, consistent with the public interest and the responsibility of the Physical Therapy Board of California (Board), the parties hereby agree to the following Stipulated Settlement and Disciplinary Order which will be submitted to the Board for approval and adoption as the final disposition of this case.

**PARTIES**

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Board. He brought this action solely in his official capacity and is represented in this matter by Bill Lockyer, Attorney General of the State of California, by Chris Leong, Deputy Attorney General.

2. Respondent Saeedeh Payrov (Respondent) is represented in this proceeding by attorney BondCurtis LLP, whose address is 821 Bancroft Way, Berkeley, California 94710.

3. On or about January 7, 1993, the Board issued Physical Therapist

Assistant License No. AT2966 to Respondent.

### JURISDICTION

4. Accusation No. 1D 2004 63897 & 1D 2005 64195 was filed before the Board and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on July 25, 2005. Respondent timely filed her Notice of Defense contesting the Accusation. First Amended Accusation No. 1D 2004 63897 & 1D 2005 64195 was filed before the Board and is currently pending against Respondent. The First Amended Accusation and all other statutorily required documents were properly served on Respondent on \_\_\_\_\_. A copy of First Amended Accusation No. 1D 2004 63897 & 1D 2005 64195 is attached as Exhibit A and is incorporated herein by reference.

### ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in First Amended Accusation No. 1D 2004 63897 & 1D 2005 64195. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of her legal rights in this matter, including her right to a hearing on the charges and allegations in the First Amended Accusation; her right to be represented by counsel at her own expense; her right to confront and cross-examine the witnesses against her; her right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; her right to reconsideration and court review of an adverse decision; and all other rights accorded to her by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

### CULPABILITY

8. Respondent admits the truth of each and every charge and allegation in First Amended Accusation No. 1D 2004 63897 & 1D 2005 64195..

1                   9.       Respondent agrees that her Physical Therapist Assistant License is subject  
2 to discipline and she agrees to be bound by the Board 's imposition of discipline as set forth in  
3 the Disciplinary Order below.

4                                   CIRCUMSTANCES IN MITIGATION

5                   10.       Respondent Saeedeh Payrovy is admitting responsibility at an early stage  
6 in the proceedings.

7                                   CONTINGENCY

8                   11.       This stipulation shall be subject to approval by the Board. Respondent  
9 understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board  
10 of California may communicate directly with the Board regarding this stipulation and settlement,  
11 without notice to or participation by Respondent or her counsel. By signing the stipulation,  
12 Respondent understands and agrees that she may not withdraw her agreement or seek to rescind  
13 the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt  
14 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall  
15 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
16 between the parties, and the Board shall not be disqualified from further action by having  
17 considered this matter.

18                   12.       The parties understand and agree that facsimile copies of this Stipulated  
19 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
20 force and effect as the originals.

21                   13.       In consideration of the foregoing admissions and stipulations, the parties  
22 agree that the Board may, without further notice or formal proceeding, issue and enter the  
23 following Disciplinary Order:

24                                   DISCIPLINARY ORDER

25                   IT IS HEREBY ORDERED that Physical Therapist Assistant License No.  
26 AT2966 issued to Respondent Saeedeh Payrovy is revoked. However, the revocation is stayed  
27 and Respondent is placed on probation for two (2) years and eleven (11) months on the following  
28 terms and conditions.

1                   1.       COST RECOVERY The respondent is ordered to reimburse the Board  
2 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the  
3 amount of \$7,343.00. These cost shall be paid one hundred dollars each month for the first year  
4 after the effective date of the Decision. If these payments are made, the remainder of the cost  
5 shall be waived. If a payment is missed the whole amount will be due. Failure to pay the  
6 ordered reimbursement, or any agreed upon payment, may constitute a violation of the probation  
7 order. The filing of bankruptcy by Respondent shall not relieve Respondent of his responsibility  
8 to reimburse the Board. If Respondent is in default of his responsibility to reimburse the Board,  
9 the Board will collect cost recovery from the Franchise Tax Board, the Internal Revenue Service  
10 or by any other means of attachment of earned wages legally available to the Board. Failure to  
11 fulfill the obligation could also result in attachment to the Department of Motor Vehicle  
12 registrations and/or license renewals.

13                   2.       RESTRICTION OF PRACTICE - HOME CARE The Respondent shall  
14 not provide physical therapy services in a patient's home.

15                   3.       RESTRICTION OF PRACTICE - PROHIBITION OF SELF-  
16 EMPLOYMENT OR OWNERSHIP Respondent shall not be the sole proprietor or partner in the  
17 ownership of any business that offers physical therapy services. Respondent shall not be a board  
18 member or an officer or have a majority interest in any corporation that offers or provides  
19 physical therapy services.

20                   4.       RESTRICTION OF PRACTICE - ADMINISTRATION OR  
21 POSSESSION OF CONTROLLED SUBSTANCES Respondent shall not administer or possess  
22 any controlled substances as defined in the California Uniform Controlled Substances Act. This  
23 prohibition does not apply to medications lawfully prescribed to Respondent for a bona fide  
24 illness or condition by a practitioner licensed to prescribe such medications.

25                   5.       PROHIBITION OF POSSESSION OR USE OF CONTROLLED  
26 SUBSTANCES Respondent shall abstain completely from the personal use or possession of  
27 controlled substances as defined by Section 4021 of the Business and Professions Code, or any  
28 drugs requiring a prescription. This prohibition does not apply to medications lawfully

1 prescribed to Respondent for a bona fide illness or condition by a practitioner licensed to  
2 prescribe such medications.

3                   Use of any prescribed medications during working hours that could effect  
4 her alertness must be reported to the Board along with a report from the prescribing physician  
5 that it's use does not effect her ability to practice as a Physical Therapy Assistant.

6                   Failure to comply with any component of this condition as specified above  
7 is a violation of probation.

8                   6.     OBEY ALL LAWS Respondent shall obey all federal, state and local  
9 laws, and statutes and regulations governing the practice, inspections and reporting, of physical  
10 therapy in California and remain in full compliance with any court ordered criminal probation.

11                   7.     COMPLIANCE WITH ORDERS OF A COURT The respondent shall be  
12 in compliance with any valid order of a court. Being found in contempt of any court order is a  
13 violation of probation.

14                   8.     COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF  
15 RESTITUTION Respondent shall not violate any terms and conditions of criminal probation  
16 and shall be in compliance with any restitution ordered, payments or other orders.

17                   9.     QUARTERLY REPORTS Respondent shall submit quarterly  
18 declarations under penalty of perjury on forms provided by the Board, stating whether there has  
19 been compliance with all the conditions of probation.

20                   10.    PROBATION MONITORING PROGRAM COMPLIANCE Respondent  
21 shall comply with the Board's probation monitoring program.

22                   11.    INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent  
23 shall appear in person for interviews with the Board, or its designee, upon request at various  
24 intervals.

25                   12.    NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The  
26 respondent shall notify all present or future employers of the reason for and the terms and  
27 conditions of the probation by providing a copy of the Initial Probationary License, Statement of  
28 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and

1 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)  
2 shall include the name, address and phone number of the employer, and, if different, the name,  
3 address and phone number of the work location.

4 13. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The  
5 respondent shall notify the Board, in writing, of any and all name and/or address changes within  
6 ten (10) days.

7 14. RESTRICTION OF PRACTICE - TEMPORARY SERVICES  
8 AGENCIES The respondent's work for a temporary services agency or registry shall be limited  
9 as follows: (1) Respondent shall be limited to work for one temporary service agency or  
10 registry; (2) This work must be approved by her probation monitor; (3) Respondent must  
11 disclose this disciplinary proceeding, as described above in Disciplinary Order 12, to the  
12 temporary service agency or registry; and (4) Respondent must disclose this disciplinary  
13 proceeding, as described above in Disciplinary Order 12, to the supervisor at the facility where  
14 physical therapy care is being performed.

15 15. PROHIBITED USE OF ALIASES Respondent may not use aliases  
16 except Sandy and Nadia, and shall be prohibited from using any name which is not her legally-  
17 recognized name or based upon a legal change of name.

18 16. INTERMITTENT WORK If the respondent works less than 192 hours as  
19 a physical therapist assistant in the physical therapy profession in a period of three months, those  
20 months shall not be counted toward satisfaction of the probationary period. The respondent shall  
21 notify the Board if she works less than 192 hours in a three month period.

22 17. TOLLING OF PROBATION The period of probation shall run only  
23 during the time respondent is practicing or performing physical therapy within California. If,  
24 during probation, respondent does not practice or perform within California, respondent is  
25 required to immediately notify the probation monitor in writing of the date that respondent is  
26 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or  
27 performing physical therapy by the respondent in California prior to notification to the Board of  
28 the respondent's return will not be credited toward completion of probation. Any order for

1 payment of cost recovery shall remain in effect whether or not probation is tolled.

2           18.     VIOLATION OF PROBATION If respondent violates probation in any  
3 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke  
4 probation and carry out the disciplinary order that was stayed. If an accusation or petition to  
5 revoke probation is filed against respondent during probation, the Board shall have continuing  
6 jurisdiction until the matter is final, and the period of probation shall be extended until the matter  
7 is final.

8           19.     REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,  
9 HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent  
10 ceases practicing or performing physical therapy due to retirement, health or other reasons or is  
11 otherwise unable to satisfy the terms and conditions of probation, respondent may request to  
12 surrender her license to the Board. The Board reserves the right to evaluate the respondent's  
13 request and to exercise its discretion whether to grant the request or to take any other action  
14 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the  
15 tendered license, the terms and conditions of probation shall be tolled until such time as the  
16 license is no longer renewable, the respondent makes application for the renewal of the tendered  
17 license or makes application for a new license.

18           20.     COMPLETION OF PROBATION Upon successful completion of  
19 probation, respondent's license shall be fully restored.

20           21.     CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE  
21 LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF  
22 PHYSICAL THERAPY Within 90 days of the effective date of this decision, respondent shall  
23 take and pass the Board's written examination on the laws and regulations governing the practice  
24 of physical therapy in California. If respondent fails to pass the examination, respondent shall be  
25 suspended from the practice of physical therapy until a repeat examination has been successfully  
26 passed.

27           22.     PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE  
28 ON PROBATION It is not contrary to the public interest for the respondent to practice and/or

perform physical therapy under the probationary conditions specified in the disciplinary order. Accordingly, it is not the intent of the Board that this order, the fact that the respondent has been disciplined, or that the respondent is on probation, shall be used as the sole basis for any third party payer to remove respondent from any list of approved providers.

23. PROBATION MONITORING COSTS Respondent shall reimburse all costs incurred by the Board for probation monitoring during the entire period of probation. Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical Therapy Board of California. Failure to make ordered reimbursement within 60 days of the billing shall constitute a violation of the probation order.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, BondCurtis LLP. I understand the stipulation and the effect it will have on my Physical Therapist Assistant. License I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Board.

DATED: August 19, 2006.

Original Signed By:  
SAEEDAH PAYROVY  
Respondent

I have read and fully discussed with Respondent Saeedeh Payrovy the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: August 18, 2006 .

Original Signed By: \_\_\_\_\_  
BONDCURTIS LLP, by  
PEERAPONG TANTAMENG, ESQ.  
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board.

DATED: October 3, 2006.

BILL LOCKYER, Attorney General  
of the State of California

Original Signed By:  
CHRIS LEONG  
Deputy Attorney General

Attorneys for Complainant

DOJ Matter ID: LA2005500799  
Payrovy Stipulated Decision.wpd

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4 **BEFORE THE**  
5 **PHYSICAL THERAPY BOARD OF CALIFORNIA**  
6 **DEPARTMENT OF CONSUMER AFFAIRS**  
7 **STATE OF CALIFORNIA**

8 In the Matter of the Accusation Against:

9 SAEEDAH PAYROVY  
4108 Yankee Drive  
Agoura Hills, California 91302

10 Physical Therapist Assistant License No.  
11 AT2966

12 Respondent.

Case No. 1D 2004 63897 &  
1D 2005 64195

OAH No. L2006020183

13  
14 **DECISION AND ORDER**

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16 The attached Stipulated Settlement and Disciplinary Order is hereby adopted by  
17 the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in  
18 this matter.

19 This Decision shall become effective on December 13, 2006.

20 IT IS SO ORDERED November 13, 2006.

21  
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23 Original Signed By:  
24 FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA  
25 DEPARTMENT OF CONSUMER AFFAIRS  
26 Nancy Krueger, PT, President  
27  
28